

COUNTY OF OCONEE
Procurement Office
415 South Pine Street, Walhalla, SC 29691
Phone: (864) 638-4141 Fax: (864) 638-4142

REQUEST FOR QUOTE

QUOTE NUMBER: RFQ 19-104Q DATE: June 1, 2020

DEADLINE TO SUBMIT QUOTE: June 11, 2020 @ 2:00 pm

SUBMIT QUOTE TO: Oconee County Procurement Office
415 S. Pine Street, Walhalla, SC 29691
Fax: (864) 638-4142
E-mail: tpopham@oconeesc.com

This is a request for quote; therefore, there will NOT be a public opening.

QUOTES MAY BE SUBMITTED VIA EMAIL, FAX OR USPS:

Email: tpopham@oconeesc.com
Fax: 864-638-4142
Mail: Oconee County Procurement
Attn: Tronda Popham
415 South Pine St
Walhalla, SC 29691

PROCUREMENT FOR: Two 4-cubic yard stationary compactor units with power units,
guide islands and hoppers

DIRECT ALL INQUIRES TO: Tronda C. Popham, Procurement Director
Phone: (864) 638-4141
Fax: (864) 638-4142
E-mail: tpopham@oconeesc.com

NOTICE TO BIDDERS: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

Questions may be submitted using the enclosed form or e-mailed to tpopham@oconeesc.com

Deadline for questions is Thursday, June 4, 2020 @ 2:00pm.

Oconee County complies with all South Carolina and Federal laws that prohibit discrimination on the basis of race, sex, age, religion, color, national origin and disability.

INSTRUCTIONS AND CONDITIONS

1. **GENERAL:** By submission of a quote, the vendor is guaranteeing that all goods and services meet the requirements of the Request for Quote (hereafter referred to as RFQ) during the contract period. Unless otherwise stated, it is understood and agreed that all items shall be new and in first class condition.
2. **VENDOR'S RESPONSIBILITY:** Each vendor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ. It is expected that this will sometimes require on-site observation. The failure or omission of a vendor to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this RFQ or to the contract.
3. **PAYMENT TERMS: Equipment, Goods, and Services –** Payment shall be made within 30 days after receipt of equipment, goods and services that are complete and meet all specifications of the RFQ. The County will not make “pre-payments” for any goods or services and partial payments shall be at the discretion of the Procurement Director. Electronic Payments - Oconee County may choose to utilize checks, Procurement Cards (credit card issued by Visa), E-payables or other types of electronic payment methods approved by the Oconee County Administrative Services department. The successful vendor agrees to accept electronic payment by Oconee County at no extra charge, should the County decide to use this method of payment.
4. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing within seven (7) calendar days after receipt of RFQ. The solicitation may or may not be changed, but a review of such notification will be made prior to the award.
5. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein should be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications. Deviations should be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the quote and not listed may be cause for rejection. Vendors offering substitute or equal items should provide information sufficient enough to determine acceptability of item offered.
6. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the County reserves the right to select the items which, in the judgment of the County, are best suited to the needs of the County based on price, quality, service, availability and other relative factors. Vendors should indicate brand name, model, model number, size, type, weight, color, etc., of the item quoted, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any vendor desires to furnish an item different from the specifications, vendor shall submit along with the quote, the information, data, pictures, designs, cuts, etc., of the item they plan to furnish so as to enable the County to compare the item specified; and, such item shall be given due consideration. The County reserves the right to insist upon, and receive items as specified if the submitted items do not meet the County's standards for acceptance.
7. **UNIT PRICES:** When applicable, unit prices will govern over extended prices unless otherwise stated in this RFQ. All quotes shall remain effective for a minimum of 90 days, unless otherwise stated.
8. **INTERPRETATIONS OR ADDENDA:** No oral changes shall be made to any vendor regarding the RFQ or any part thereof. Every request for an interpretation shall be made in writing via email or fax to the Buyer as indicated in the RFQ. Any changes to the specifications shall be in the form of a written Addendum to the RFQ. The Addendum will be posted on the Procurement web site at www.oconeesc.com/procurement. The Addendum will also be emailed to all vendors who have contacted the Procurement Office and asked to be placed on the Bidder's List. It shall be the vendor's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the RFQ and all vendors shall be bound by such Addenda, whether or not received by the vendors.

9. **REJECTION OR ACCEPTANCE OF QUOTES; WAIVER OF TECHNICALITIES AND IRREGULARITIES:**
The County shall reserve the unqualified right to reject any and all quotes or accept such quotes, as appears in the County's own best interest. The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made under this Article. In all cases, the County shall be the sole judge as to whether a vendor's quote has or has not satisfactorily met the requirements to solicitations made under this Article.
10. **AWARD:** The contract shall be awarded to the lowest responsible and responsive vendor(s) whose quote meets the requirements and criteria set forth in the RFQ. Oconee County reserves the right to waive any technicalities and informalities, and accept or reject any quote as deemed in the best interest of the County. The County will be sole judge as to whether bids submitted meet all requirements contained in this solicitation. When so stated in the RFQ, the award can be made to one or a multiple vendors, whichever is in the best interest of the County, and quantities may vary, depending upon availability of funds, unless otherwise stated.
11. **CONTRACT:** This RFQ and submitted documents, when properly accepted by Oconee County along with a written purchase order, shall constitute a contract equally binding between the successful offeror and Oconee County. No different or additional terms will become a part of this contract, except through a Change Order, when applicable.
12. **ASSIGNMENT:** Once a contract has been executed, the Contractor shall not assign, sublet, or transfer the contract without the written consent of the Procurement Director.
13. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Director.
14. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County of Oconee and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the County or failure of the County to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's quote.
15. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
16. **S.C. LAW CLAUSE:** Upon award of a contract under this RFQ, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed RFQ, the Contractor agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

17. **6% SC SALES TAX:** Oconee County is subject to South Carolina Sales Tax on all purchases of goods and services, except for the mining operation of the Oconee County Rock Quarry, and the recycling operation of the Oconee County Solid Waste Department. Therefore, 6% sales tax must be added to all orders, except for the mining operation of the Rock Quarry. Lump sum bids however, shall include sales tax in quote unless otherwise noted. By submission of a signed quote, you are certifying, under penalties of perjury, that you comply with Title 12, Chapter 36, Article 1 of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.
18. **DRUG-FREE WORKPLACE:** By submittal of this RFQ, you are certifying that you will comply with Title 44, code of Laws of South Carolina, 1976, Section 44-107-30.
19. **ILLEGAL IMMIGRATION REFORM ACT – 2008 - Title 8, Chapter 14, Act. No. 280:** By submittal of this RFQ, you are certifying that you are in compliance with Title 8, Chapter 14, or that this law is inapplicable to you and your subcontractors. An overview of this law is available at www.procurementlaw.sc.gov/immigration. This is required of all contractors and subcontractors as of January 1, 2010.
20. **LOCAL PREFERENCE:** The lowest local responsible and responsive vendor who is within two percent (2%) of the lowest non-local responsible and responsive vendor, may match the quote submitted by the non-local responsible and responsive bidder and thereby be awarded the contract. The local preference as set forth in this section shall only be applied to responses to solicitations of written quotes in excess of ten thousand dollars (\$10,000.00). The local preference as set forth in this section shall only be given to local responsible and responsive vendors who have a physical business address located and operating within Oconee County and who have met all other requirements of the solicitations of written quotes including, without limitation, payment of all duly assessed state and local taxes. If state or federal guidelines prohibit or otherwise limit local preference, then the County shall not use local preference in awarding the contract. If there are multiple responsible and responsive vendors who meet the local preference guidelines as set forth in this section, the County shall use standard procurement practice and procedure to determine the priority of selection. The local preference as set forth in this section does not waive or otherwise abrogate the County's unqualified right to reject any and all quotes or accept such quotes, as appears in the County's own best interest.
21. **INSURANCE:** The successful contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the County by the contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the contractor for the duration of the contract period; for occurrence policies.
 - A. **Commercial General Liability:** Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.
 - Minimum Limits:
 - \$500,000 General Aggregate Limit
 - \$500,000 Products & Completed Operations
 - \$500,000 Personal & Advertising Injury
 - \$500,000 Each Occurrence Limit
 - \$50,000 Fire Damage Limit
 - \$5,000 Medical Expense Limit

- B. **Business Commercial Automobile Liability:** Coverage sufficient to cover all vehicles owned, used, or hired by the contractor, his agents, representatives, employees or subcontractors.

Minimum Limits:

\$500,000 Combined Single Limit

\$500,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

- C. **Workers' Compensation:** Limits as required by the Workers' Compensation Act of SC, to include state's endorsement for businesses outside of SC. Employer's Liability, \$1,000,000.

Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. Oconee County, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers who are lawfully authorized to do business in the state of SC, and who maintain an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from the County's Risk Manager.

MINIMUM SPECIFICATIONS

MINIMUM SPECS FOR TWO FOUR (4) CUBIC YARD STATIONARY COMPACTOR WITH POWER UNIT, GUIDE ISLAND, AND HOPPER

Oconee County is seeking quotations from qualified vendors for Two 4-cubic yard stationary compactor units with power units, guide islands and hoppers, as per the minimum specifications contained herein.

Quote price shall include all materials, labor, permits, licenses, fees, and freight necessary for a complete installation, including electrical hook-up. The compactors shall be installed as a turnkey job to include all necessary electrical work. All quotes shall remain effective for a minimum of 90 days.

Unless otherwise stated, all equipment shall be new and unused. Equipment shall be the current model, currently in production, cataloged by the manufacturers and for which manufacturer's published literature and printed specifications are currently available. All equipment shall be painted OSHA Safety Orange to include primer & finish coat. All equipment must be compatible with existing equipment.

WARRANTY: Bidder shall state warranty coverage on the Bid Form on page 14 and include a copy of warranty information with bid submittal.

LITERATURE: Descriptive literature with complete specifications for proposed equipment must accompany all bids. Vendor shall state on the Bid Form, the make and model of equipment offered and include complete specifications brochure with bid.

DELIVERY & INSTALLATION: All equipment shall be fully assembled, and installed (i.e., compactors, guide islands, hoppers and power units). Delivery addresses are TBD. Delivery and installation will be coordinated and scheduled with the County. All installation/work shall be performed on Wednesdays when the convenience centers are closed, but may be scheduled over multiple Wednesdays for different centers. The County will provide electrical disconnect/junction box within ten (10) feet of the installation site of the compactor unit. The County will provide lull and driver to assist with the unloading of the equipment.

DEVIATIONS: Minor deviations from these specifications may be accepted provided that the operating capabilities or characteristics of the unit are not adversely affected. Any proposed deviations to these specifications must be clearly indicated under the "DEVIATIONS" column below and included with your bid submission. Oconee County reserves the right to reject any bids where the proposed deviations are not in the best interest of the County.

4 CUBIC YARD STATIONARY COMPACTOR WITH POWER UNIT / GUIDE ISLAND / HOPPER

The stationary compactor will consist of welded structural frame with an integral charging chamber within which a hydraulically powered ram moves material from the charging chamber into a suitable container.

RATED CAPACITIES:

DEVIATIONS:

Size: 4 Cubic Yards

Clear Top Opening: 61”L x 60”W

Discharge Opening: 41” x 60”

Ram Penetration: 14”

Packing Force

Normal: 48,000 Lbs @ 1700 PSI

Maximum: 53,700 Lbs @ 1900 PSI

Ram Face: 34” x 60”

Cycle Time: 50 Seconds or less

Cylinder: 6” Dia. 4” Rod

Pump: 18 GPM @ 1,800 RPM

Motor: 15 Horsepower

Electric Voltage: 220/440 3 phase

Key lock start, stop and reverse at building

& container full light

External power unit with weather cover

(may be installed on compactor unit)

Totally enclosed fan cooled motor

U.L. voltage power unit

Diamond plate cover

Pressure gauge

Immersion oil heater

Operates on limit switch

No photoelectric eyes

Soft shift technology or equivalent

(to minimize hose reflex jumping and unit vibration)

New guide island to be installed

CHARGING CHAMBER:

The charging chamber shall have:

Side walls of 3/16" high tensile steel plate

Reinforced horizontally by 4" x 4" 1/4" structural tubing

Vertical reinforcement of the charging chamber

shall be 6" formed channel

Floor of 1/2" high tensile steel plate

Floor supported by 4" steel channel members

Breaker bar shall be constructed of

structural angle 8" x 6" x 3/4"

DEVIATIONS:

RAM:

The ram face shall be constructed of 3/4" high tensile steel plate

Reinforced by a fabricated structure capable of sustaining

the maximum pressures generated by the compactor

Top of the ram shall be constructed of 1/4" high tensile steel

Bottom of the ram shall be constructed of 1/2" high tensile

steel plate reinforced with a network of structural angles

Ram shall have a top wiper that is secured to

the compactor structure

Wiper shall be constructed of 1/4" high tensile plate

DEVIATIONS:

HOPPER:

The hopper shall be a nominal 10-yard hopper

Constructed of 10-gauge steel

24" side extension on three sides of hopper

Flange over the wall to be installed by vendor

No grate inside hopper

DEVIATIONS:

COUNTY OF OCONEE
Procurement Office, 415 S. Pine Street, Walhalla, SC 29691
Phone: (864) 638-4141 / Fax: (864) 638-4142

QUOTE FORM

QUOTE NUMBER: RFQ 19-104Q

DATE: June 1, 2020

OPENING DATE AND TIME: June 11, 2020 at 2:00pm EST

**OPENING LOCATION: Oconee County Procurement Office
 County Administrative Building, Room 104
 415 S. Pine Street, Walhalla, SC 29691**

PROCUREMENT OF: Two 4-cubic yard stationary compactor units with power units, guide islands and hoppers

**DELIVER TO: Various locations within Oconee County, SC.
 Exact Locations are TBD**

Qty	Description	Make and Model	Warranty	Unit Price	Extended Price
2	Compactor unit, as specified including charging chamber, ram and hopper.				
	Installation (not taxed)				
	6% Sales Tax on equipment	LEAVE BLANK - COUNTY WILL CALCULATE			
	Grand Total				

Attachments: Attach specifications including make and model. Attach explanation of warranty.

STATE TIME FOR DELIVERY AND COMPLETED INSTALLATION: _____

FIRM NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ **FAX:** _____

SIGNATURE: _____ **Title:** _____

Print Signature: _____ **Date:** _____

By signing this Bid Form, the Bidder acknowledges that he/she has read this document and understands the provisions, agrees to be bound by its terms and conditions, will adhere to scheduling requirements stated herein and is capable of providing all required products and/or services.

SUBCONTRACTOR INFORMATION

Name & Address	Description of work to be preformed	Dollar Value of Subcontractor's Work
1.		
		\$
2.		
		\$
3.		
		\$
4.		
		\$
5.		
		\$
6.		
		\$

CERTIFICATE OF FAMILIARITY AND NON-COLLUSION

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached RFQ and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quote for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this RFQ and certify that I am authorized to sign this RFQ. I further certify that this quote is good for a period of sixty (60) days, unless otherwise stated.

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Phone #

Fax #

E-mail Address

Mobile Phone #

S. C. CONTRACTOR'S LICENSE #

Remittance Address

City, State, Zip

Phone #

Toll-Free Phone #, if available

Federal Tax ID Number

SC Sales and Use Tax Number



STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
 REGISTRATION AFFIDAVIT
 INCOME TAX WITHHOLDING**

I-312
 (Rev. 7/28/06)
 3323

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
 Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
 Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
 Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

 Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer state title: _____

 (Name - Please Print)

33231010